Instructions to Bidders

SECTION II

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Instructions to Bidders (ITB)

A. INTRODUCTION

1. GENERAL INSTRUCTIONS

The Bengaluru Electricity Supply Company, Bengaluru hereinafter called BESCOM / 'Owner' will receive bids in respect to **Providing 04 Vehicles (omni or equivalent) along with Drivers for Industrial area Service Stations (24X7) to Chandapura division** for a period of 12 months through an agency. All bids shall be prepared and submitted in accordance with these instructions.

Qualifying Requirements of Bidders:

Eligibilities and Qualifying Requirement for Bidders: As enumerated in section 6

2. COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre- bid and post-bid discussions, technical and other presentations etc., and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. CONTENTS OF BIDDING DOCUMENTS

3.1. The bidding procedures for providing vehicles along with Drivers and Contract terms are prescribed in the Bidding Document. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section 1 - IFB-Invitation for Bids
	Section 2 - ITB-Instructions to Bidders
	Section 3 - GCC-General Terms and Conditions of Contract
	Volume-II
	Section 8 Price Schedule

4. UNDERSTANDING OF BID DOCUMENTS

4.1. A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

5. CLARIFICATIONS ON BID DOCUMENTS

5.1. If the prospective Bidder finds discrepancies or omissions, in specifications and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the owner in triplicate. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation for Bids. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal.

5.2. A prospective Bidder requiring any clarification on Bidding Documents may notify the Owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than the date indicated in Section-IFB and the e-Procurement portal (https://kppp.karnataka.gov.in). Clarifications / Amendments / Corrigendum will be issued through the kpp portal, if found necessary.

5.3. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to The Chief Engineer, BRAZ, BESCOM, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru on or before the date and time as mentioned in the KPPP platform.

5.4. The queries shall be dealt with at the pre-bid meeting. Based on the outcomes of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/delete any portion of this document by issue of an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on bidders.

5.5. Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the KPP portal platform and need to mention their firm credentials along with online queries.

5.6. Verbal clarification and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

6. AMENDMENT TO BIDDING DOCUMENT

6.1. At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder within the stipulated time, modify the Bidding Document by amendment (s).

6.2 The amendment will be issued in KPP portal and the same shall be made available against the published tender in the KPP system. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

6.3. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids.

6.4. Such amendments, clarifications, etc., shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1. The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in *the* ***English or Kannada language*** only. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

8. LOCAL CONDITIONS

8.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and

specifications. Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

8.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

9. DOCUMENTS COMPRISING THE BID

9.1. The Bidder shall complete the Bid Form inclusive of Techno Commercial Sheets etc. furnished in the Bidding Documents as detailed in clause 3.0 above, indicating for services to be provided with a brief description of the services, quantity and prices.

9.2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed in section 6.

9.3. The Tender Processing Fee and Bid Security shall be in accordance with Clause 12 of Section IFB

9.4. Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

a) **Bid Guarantee:**
b) **Price Basis and Payments:**
c) **Contract Performance Guarantee:**
d) **Payment:**

9.5. The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, and Price Sheets (Electronic Mode Only) and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished. Owner’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

10. BID PRICE

10.1. The Bidder shall indicate the ***"Amount for the each vehicle per month exclusive of taxes***

10.2. The quoted rate shall be inclusive of the following

i. Wages to be paid to the drivers duly following minimum wages and labour laws.

ii. For fuel for 2500 Km.

iii. All other expenditure bound to be incurred.

10.3. Any alteration in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding etc., after the Bid has been submitted.

10.4. Bidders shall enter rate for each type of vehicle per month in the KPP portal.

10.5. The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

10.6. The Bidder shall quote only in **Indian Rupees**.

11. PRICE BASIS

11.1. The price shall be on **FIRM** basis

12. TAXES AND DUTIES

12.1. The prices quoted by the bidder shall be exclusive of all applicable taxes & duties.

12.2. While quoting the rate for the services to be supplied, the bidder should take in consideration all levies, GST etc. applicable and payable on the services. The bidder shall take into consideration the taxes on labor charges the GST, EPF, ESI as well. These shall be on Bidder's account and no separate claim on this behalf shall be entertained by the owner either during the contractual period or during the extended period if any.

12.3. Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner.

12.4. The Owner will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor. The Owner shall not

bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

12.5. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of Law.

12.6. Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of GST etc. in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

12.7. GST/Confessional Sales Tax declaration forms, as admissible, would be issued to the Contractor, on request.

12.8. For any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty applicable shall be entertained by the owner during the extended period of contract, if any, if extension of the Contract is required due to the causes attributable to the Contractor.

12.9. Any increase in taxes shall be borne by the owner and any reduction shall be passed on to BESCOM.

12.10. The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

13. INSURANCE

13.1. The Bidder’s insurance liabilities pertaining to the scope of contract are detailed out in Clauses titled ‘Insurance’ in General Terms and Conditions of Contract (GCC) of this Volume I. Bidder’s attention is specifically invited to these clauses. Bid price shall include all the costs in pursuance of fulfilling all the insurance liabilities under the Contract.

14. PROVIDING UNIFORM TO THE DRIVERS

14.1. The bidder should clearly understand that all the drivers of the vehicles shall be given white uniform when on duty with BESCOM during the contract period. The cost of the same shall be borne by the bidder.

15. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 180 days from the last date of bid submission and may be extended if necessary. A bid valid for a shorter period will be rejected as non-responsive .

15.1. In exceptional circumstances, owner may solicit the Bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (by email or by letter). A Bidder granted the request, will not be required or permitted to modify its bid.

16. TIME SCHEDULE

16.1. The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Works.

17. CONTRACT QUALITY ASSURANCE

17.1. The Bidder shall include in his proposal the Quality Assurance Programme containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the Services during various phases as detailed in relevant Clause of the General Technical Conditions

17.2. At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.

D.SUBMISSION OF BIDS

18. MODIFICATION AND WITHDRAWAL OF BIDS

18.1. The Bid shall be submitted in electronic form. No hard copies shall be accepted.

18.2. Bidder shall key in the Prices and other details in Price schedule and upload them on to the website on or before the time and date indicated in the Notification / Section IFB.

18.3. Further no modification or withdrawal of Bid shall be allowed after the dead line. The CEE, BRAZ, BESCOM will open the Bids on the date & time noted in "Notification Inviting Bids" through eportal.

19. SIGNATURE OF BIDS:

19.1. The Price Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorized Persons. However, the Documents indicated shall be signed by Authorized Persons (except for Bid Security).

20. DEADLINE FOR SUBMISSION OF BIDS:

20.1. Bid shall be uploaded to the KPPP portal on or before the last date and time for submission of Bids indicated in Notification in IFB.

20.2. The Owner may, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

E. BID OPENING AND EVALUATION

21. OPENING OF BIDS & CHECKS

21.1. Opening of bids will be carried out as per the schedule notified in the KPPP portal. The **CEE, BRAZ, BESCOM will open the bids on the specified date & time.**

21.2. The CEE, BRAZ, BESCOM will examine the Bids to determine whether they are complete; whether the Bidder satisfies the eligibility criteria; whether required sureties have been furnished; whether the documents have been properly signed and whether the Bids are generally in order.

21.3. The bids shall be examined to determine whether

i. They are complete
ii. The bidder satisfies the eligibility criteria

21.4. Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22. EVALUATION OF THE TENDERS:

22.1. **Techno – commercial evaluation**

22.1.1. A substantially responsive bid shall be one, which is in conformity to all the terms and conditions of the bidding documents without deviations.

22.1.2. The techno-commercial bids shall be evaluated generally on the following points but not restricted to the same:
i. EMD Declaration,
ii. Qualifying Requirements,

22.1.3. All Technically Responsive Bids shall then be examined to determine the LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.

22.1.4. A Bid determined as substantially non-responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

22.2. **Financial Evaluation**

22.2.1. The financial evaluation shall be carried out for the bids which are qualified as techno-commercially responsive and valid.

22.2.2. The owner will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

22.2.3. The evaluation shall be on the basis of Hiring Rate per vehicle per month quoted and also any discounts offered by the Bidder.

22.2.4. The Owner will evaluate and compare bids on the basis of a Bid or a combination of Bid in a manner most advantageous to the Owner, and award of Contract(s) would be made to the bidder(s) for the bid on the basis of Hiring Rate per Vehicle per month quoted for the services as per provisions of the Bidding Documents.

23. CONTACTING THE OWNER

23.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/or his employees/representatives on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

23.2. No Bidder shall contact the Owner on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.

23.3. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in disqualification.

F. AWARD OF CONTRACT

24. AWARD CRITERIA

24.1. The Owner will award the Contract to the successful Bidder whose bid has been determined to be responsive and has been determined as the lowest bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.

24.2. While awarding the Contract to the successful bidder, the approved Rate per vehicle per month will be final for arriving at the total contract price.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred for providing the services to BESCOM. The successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority. The successful bidder shall in compliance with the above keep BESCOM indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

24.3. Notwithstanding the above, if it is found that the performance vis – a - vis work awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

24.4. Bidder shall note that BESCOM may not award the work to successful bidder, even if it is lowest quoted offer (L1), if in opinion of BESCOM based on its experience, the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

25. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

25.1. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the owner’s

action.

26. NOTIFICATION OF AWARD

26.1. Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or by mail, to be confirmed in writing by registered letter that its bid has been accepted.

26.2. The notification of the award will constitute the formation of the Contract.

27. SIGNING OF CONTRACT

27.1. At the same time, as the owner notifies the successful Bidder that their bid has been accepted, the owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

27.2. Within 15 days on receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the owner.

27.3. The Bidder will prepare the Contract Agreement as per the proforma enclosed and the same will be signed within 15 (Fifteen) days of Letter of Intent.

30. The Performance Guarantee shall cover additionally the following guarantee(s):

30.2.1. The successful Bidder guarantees the successful and satisfactory Vehicle services under the Contract, as per the specifications and documents.

30.3. The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

30.4. The Performance Guarantee will be returned to the Contractor without any interest at the end of stipulated period, unless otherwise specified in the Contract.

Sd/-

Chief Engineer Ele.,

BRAZ, BESCOM